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Attorneys for Defendant  
**NORTHFIELD INSURANCE COMPANY**

**UNITED STATES DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF CALIFORNIA**

BETHANY MEDICAL SUPPLY, INC.,  
a California corporation;

Plaintiff,

vs.

NORTHFIELD INSURANCE  
COMPANY, an Iowa corporation; and  
DOES 1 to 20, inclusive

Defendants.

Case No. CV 24-08009-MWC-SK

**STIPULATED PROTECTIVE  
ORDER**

[Discovery Document: Referred to  
Magistrate Steve Kim]

Action Filed: August 5, 2024  
Case Removed: September 19, 2024  
Trial Date: June 16, 2025

**1. A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth  
2 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective  
3 Order does not entitle them to file confidential information under seal; Civil Local  
4 Rule 79-5 sets forth the procedures that must be followed and the standards that  
5 will be applied when a party seeks permission from the court to file material under  
6 seal.

7 B. GOOD CAUSE STATEMENT

8 This action is likely to involve trade secrets, customer and pricing lists, and  
9 other valuable research, development, commercial, financial, technical and/or  
10 proprietary information for which special protection from public disclosure and  
11 from use for any purpose other than prosecution of this action is warranted. Such  
12 confidential and proprietary materials and information consist of, among other  
13 things, confidential business or financial information, information regarding  
14 confidential business practices, or other confidential research, agreements,  
15 guidelines, development, or commercial information (including information  
16 implicating privacy rights of third parties), information otherwise generally  
17 unavailable to the public, or which may be privileged or otherwise protected from  
18 disclosure under state or federal statutes, court rules, case decisions, or common  
19 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
20 resolution of disputes over confidentiality of discovery materials, to adequately  
21 protect information the parties are entitled to keep confidential, to ensure that the  
22 parties are permitted reasonable necessary uses of such material in preparation for  
23 and in the conduct of trial, to address their handling at the end of the litigation, and  
24 serve the ends of justice, a protective order for such information is justified in this  
25 matter. It is the intent of the parties that information will not be designated as  
26 confidential for tactical reasons and that nothing be so designated without a good  
27 faith belief that it has been maintained in a confidential, non-public manner, and  
28 there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: This pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law

1 firm which has appeared on behalf of that party, including support staff.

2 2.11 Party: any party to this Action, including all of its officers, directors,  
3 employees, consultants, retained experts, and Outside Counsel of Record (and their  
4 support staffs).

5 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
6 Discovery Material in this Action.

7 2.13 Professional Vendors: persons or entities that provide litigation  
8 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
10 and their employees and subcontractors.

11 2.14 Protected Material: any Disclosure or Discovery Material that is  
12 designated as “CONFIDENTIAL.”

13 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
14 Material from a Producing Party.

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only  
17 Protected Material (as defined above), but also (1) any information copied or  
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
19 compilations of Protected Material; and (3) any testimony, conversations, or  
20 presentations by Parties or their Counsel that might reveal Protected Material.

21 Any use of Protected Material at trial shall be governed by the orders of the  
22 trial judge. This Order does not govern the use of Protected Material at trial.

23 4. DURATION

24 Even after final disposition of this litigation, as defined in Section 13  
25 (FINAL DISPOSITION), the confidentiality obligations imposed by this Order  
26 shall remain in effect until a Designating Party agrees otherwise in writing or a  
27 court order otherwise directs.  
28

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that

1 contains protected material. If only a portion or portions of the material on a page  
2 qualifies for protection, the Producing Party also must clearly identify the  
3 protected portion(s) (e.g., by making appropriate markings in the margins).

4 A Party or Non-Party that makes original documents available for  
5 inspection need not designate them for protection until after the inspecting Party  
6 has indicated which documents it would like copied and produced. During the  
7 inspection and before the designation, all of the material made available for  
8 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
9 identified the documents it wants copied and produced, the Producing Party must  
10 determine which documents, or portions thereof, qualify for protection under this  
11 Order. Then, before producing the specified documents, the Producing Party must  
12 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.  
13 If only a portion or portions of the material on a page qualifies for protection, the  
14 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
15 appropriate markings in the margins).

16 (b) for testimony given in depositions that the Designating Party  
17 identify the Disclosure or Discovery Material on the record, before the close of the  
18 deposition all protected testimony.

19 (c) for information produced in some form other than documentary and  
20 for any other tangible items, that the Producing Party affix in a prominent place on  
21 the exterior of the container or containers in which the information is stored the  
22 legend “CONFIDENTIAL.” If only a portion or portions of the information  
23 warrants protection, the Producing Party, to the extent practicable, shall identify  
24 the protected portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
26 failure to designate qualified information or items does not, standing alone, waive  
27 the Designating Party’s right to secure protection under this Order for such  
28 material. Upon timely correction of a designation, the Receiving Party must make

1 reasonable efforts to assure that the material is treated in accordance with the  
2 provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Civil Local Rule 37-1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be  
10 on the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties), may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it  
15 is entitled under the Producing Party's designation until the Court rules on the  
16 challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that  
19 is disclosed or produced by another Party or by a Non-Party in connection with  
20 this Action only for prosecuting, defending, or attempting to settle this Action.  
21 Such Protected Material may be disclosed only to the categories of persons and  
22 under the conditions described in this Order. When the Action has been  
23 terminated, a Receiving Party must comply with the provisions of Section 13  
24 below (FINAL DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at  
26 a location and in a secure manner that ensures that access is limited to the  
27 persons authorized under this Order.

28 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless



1 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
2 Receiving Party may disclose any information or item designated  
3 “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
5 well as employees of said Outside Counsel of Record to whom it is reasonably  
6 necessary to disclose the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel) of  
8 the Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom  
10 disclosure is reasonably necessary for this Action and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) the Court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional  
15 Vendors to whom disclosure is reasonably necessary for this Action and who have  
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (g) the author or recipient of a document containing the information or  
18 a custodian or other person who otherwise possessed or knew the information;

19 (h) during their depositions, witnesses, and attorneys for witnesses, in  
20 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
21 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
22 they will not be permitted to keep any confidential information unless they sign  
23 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
24 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
25 deposition testimony or exhibits to depositions that reveal Protected Material may  
26 be separately bound by the court reporter and may not be disclosed to anyone  
27 except as permitted under this Stipulated Protective Order; and  
28



(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material, and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected

1 by the remedies and relief provided by this Order. Nothing in these provisions  
2 should be construed as prohibiting a Non-Party from seeking additional  
3 protections.

4 (b) In the event that a Party is required, by a valid discovery request, to  
5 produce a Non-Party's confidential information in its possession, and the Party is  
6 subject to an agreement with the Non-Party not to produce the Non-Party's  
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party  
9 that some or all of the information requested is subject to a confidentiality  
10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated  
12 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the  
15 Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this Court  
17 within 14 days of receiving the notice and accompanying information, the  
18 Receiving Party may produce the Non-Party's confidential information responsive  
19 to the discovery request. If the Non-Party timely seeks a protective order, the  
20 Receiving Party shall not produce any information in its possession or control that  
21 is subject to the confidentiality agreement with the Non-Party before a  
22 determination by the Court. Absent a court order to the contrary, the Non-Party  
23 shall bear the burden and expense of seeking protection in this Court of its  
24 Protected Material.

25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has  
27 disclosed Protected Material to any person or in any circumstance not authorized  
28 under this Stipulated Protective Order, the Receiving Party must immediately (a)

1 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
2 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
3 the person or persons to whom unauthorized disclosures were made of all the  
4 terms of this Order, and (d) request such person or persons to execute the  
5 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
6 A.

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
8 PROTECTED MATERIAL

9 When a Producing Party gives notice to Receiving Parties that certain  
10 inadvertently produced material is subject to a claim of privilege or other  
11 protection, the obligations of the Receiving Parties are those set forth in Federal  
12 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
13 whatever procedure may be established in an e-discovery order that provides for  
14 production without prior privilege review. Pursuant to Federal Rule of Evidence  
15 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
16 of a communication or information covered by the attorney-client privilege or  
17 work product protection, the parties may incorporate their agreement in the  
18 stipulated protective order submitted to the Court.

19 12. MISCELLANEOUS

20 12.1 Right to Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
23 Protective Order, no Party waives any right it otherwise would have to object to  
24 disclosing or producing any information or item on any ground not addressed in  
25 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
26 any ground to use in evidence of any of the material covered by this Protective  
27 Order.

28 12.3 Filing Protected Material. A Party that seeks to file under seal any

Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law. After the final disposition of this Action, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed; and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries, or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain

1 or constitute Protected Material remain subject to this Protective Order as set forth  
2 in Section 4 (DURATION).

3 14. Any violation of this Order may be punished by any and all appropriate  
4 measures including, without limitation, contempt proceedings and/or  
5 monetary sanctions.

6  
7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
8

9 Pursuant to Local Rule 5-4.3.4(a)(2), the undersigned filer attests that all  
10 signatories concur in the filing's content and have authorized the filing with  
11 electronic signatures.

12  
13  
14 Dated: March 20, 2025  
15 Respectfully submitted,  
LAW OFFICES OF PARK &  
ZHENG

16 By: /s/ Stella K. Park  
17 Yalan Zheng  
18 Stella K. Park  
19 Attorney for Plaintiff  
BETHANY MEDICAL SUPPLY,  
INC.

20  
21  
22 Dated: March 20, 2025  
Respectfully submitted,  
WESTON & AGNESS LLP

23  
24 By: /s/ Leo L. Ashley III  
25 Leo L. Ashley III  
26 Kimberly D. Rice  
27 Attorney for Defendant  
NORTHFIELD INSURANCE  
COMPANY  
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1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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3 DATED: March 21, 2025  
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7 Honorable Steve Kim

8 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_, 2025 in the case of *Bethany Medical Supply, Inc. v. Northfield Insurance Company*, Case No. 2:24-cv-08009-MWC-SK. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_